

EXHIBIT E

CONTRACT ASSUMPTION NOTICE

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re:

**GREEN POINT MANAGEMENT
SYSTEMS LLC,**

Case No: 23-71078-las
Chapter 11

Debtor.

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**NOTICE TO CONTRACT PARTIES TO POTENTIALLY ASSUMED
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES ARE A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE OF THE DEBTORS AS SET FORTH ON EXHIBIT A ATTACHED HERETO.

PLEASE TAKE NOTICE that on September ___, 2023, the United States Bankruptcy Court for the Eastern District of New York (the “Court”) entered the Order (A) Approving Bidding Procedures and Bid Protections, (B) Approving the Form of Asset Purchase Agreement, (C) Scheduling an Auction and a Sale Hearing, (D) Approving the Form and Manner of Notice Thereof, and (E) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases [Docket No. ____] (the “Bidding Procedures Order”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures and the terms of any Successful Bid, the Debtor may assume and assign to the Successful Bidder the contract or agreement listed on Exhibit A (the “Contract Assumption Notice”) to which you are a counterparty, upon approval of the Sale. The Debtor has conducted a review of its books and records and has determined that the amount of the Cure Payments for unpaid monetary obligations under such Contracts is as set forth on the Contract Assumption Notice.

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Payments, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Payments, state the correct Cure Payments alleged to be owed to the objecting contract counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Court and served and actually received no later than November ___, 2023, at 5:00 p.m. (prevailing Eastern Time) (the “Cure Objection Deadline”) by the Court and the following parties (collectively, the “Notice Parties”): (i) counsel to the purchaser [_____]; (ii) counsel to the Debtor, JACOBS P.C., 595 Madison

Avenue, 39th Floor New York, New York 10023; (vi) the Office of the United States Trustee, 560 Federal Plaza, Central Islip, New York 11722, and (vii) any other party that has filed a notice of appearance in these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that if you object to a proposed assignment to the Successful Bidder of any Contract, or dispute the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Contract, your objection must be filed with the Court and served and actually received by no later than November ___, 2023 at 5:00 p.m. (the “Adequate Assurance Deadline”) by the Court and the Notice Parties.

PLEASE TAKE FURTHER NOTICE that if no objection to (a) the Cure Payments, (b) the proposed assignment and assumption of any Contract, or (c) adequate assurance of the Successful Bidder’s ability to perform is filed by the Cure Objection Deadline or the Adequate Assurance Deadline, as applicable, then (i) you will be deemed to have stipulated that the Cure Payments as determined by the Debtors are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional Cure Payments are due under the Contract, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale.

PLEASE THAT FURTHER NOTICE that, notwithstanding anything herein, the mere listing of any Contract on the Contract Assumption Notice or any supplemental Contract Assumption Notice does not require or guarantee that such Contract will be assumed by the Debtor at any time or assumed and assigned, and all rights of the Debtor and the Successful Bidder with respect to such Contracts are reserved. Moreover, the Debtor explicitly reserves the right, in its reasonable discretion, to seek to reject or assume each Contract pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtor and/or the Successful Bidder, as applicable, to designate any Contract as either rejected or assumed on a post-closing basis.

PLEASE TAKE FURTHER NOTICE that, nothing herein (i) alters in any way the prepetition nature of the Contracts or the validity, priority, or amount of any claims of a counterparty to any Contract against the Debtor that may arise under such Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Contract against the Debtor that may arise under such Contract.

Dated: New York, New York
November ___, 2023

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